

DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: B-186433

DATE: July 7, 1976

MATTER OF: C. F. Tyler & Sons, Inc.

DIGEST:

Request by contractor for contract modification to remedy alleged mistake in subcontractor quotation cannot be granted since contracting officer adequately discharged his bid verification duty by calling to bidder's attention possibility of mistake which bidder verified.

The Department of the Navy, Naval Facilities Engineering Command, has submitted for our decision the C.F. Tyler & Sons, Inc. (Tyler), request for reformation of contract No. N62467-75-C-0224 because of a mistake in bid alleged after award. The contract was for repairs to the Naval Reserve Center in Savannah, Georgia.

The following is a list of all bids received and opened on June 18, 1975:

C. F. Tyler & Sons, Inc.	\$45,590
Wiggins Electric	62,551
Faulk & Corsey Associates	78,570
Rieves E. Worrell Co., Inc.	87,888
Paul S. Akins Co.	99,700

Upon reviewing the bids, the contracting officer noticed that Tyler's bid was considerably lower than the next low bid and the Government estimate of \$74,000. In a telephone conversation of July 8, 1975, the contracting officer requested verification of Tyler's bid. Tyler orally verified its bid and sent a confirming letter to that effect on July 10, 1975. The contract was awarded to Tyler on July 10, 1975.

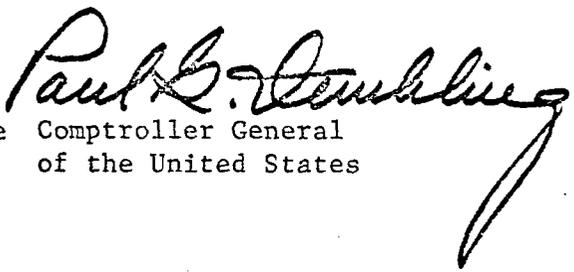
On January 15, 1976, Tyler advised the contracting officer that, due to a mistake by a roofing subcontractor, the bid price should have been \$10,477 more.

The general rule applicable to a mistake in bid alleged after award is that the sole responsibility for preparation of a bid rests with the bidder, and where a bidder makes a mistake in bid it must bear the consequences of its mistake unless the mistake is mutual or the contracting officer was on actual or constructive notice of error prior to award. See Pak/Master, Inc., B-183620, July 10, 1975, 75-2 CPD 27. When, as in this case, a bidder is requested to and does verify its bid, the subsequent acceptance of the bid consummates a valid and binding contract. However, proper verification requires that in addition to requesting confirmation of the bid price, the contracting officer must apprise the bidder of the mistake which is suspected and the basis for such suspicion. General Time Corporation, B-180613, July 5, 1974, 74-2 CPD 9; Armed Services Procurement Regulation § 2-406.1 (1975 ed.).

In the present case, the bids were submitted on a lump-sum basis and there was nothing to put the contracting officer on notice of the nature of the error other than the differences in bid prices. Consequently, the contracting officer adequately discharged his bid verification duty by directing the attention of Tyler to a possible error on its bid. Porta-Kamp Manufacturing Company, Inc., 54 Comp. Gen. 545 (1974), 74-2 CPD 393.

Based on the above, we find that the acceptance of Tyler's bid, after the contracting officer had discharged his bid verification duty, was made in good faith and constituted a valid and binding contract.

Accordingly, there is no legal basis for granting the relief requested.


For The Comptroller General
of the United States